

**JUDGE BATTS**

BADIAK & WILL, LLP  
Attorneys for Plaintiff  
106 3<sup>rd</sup> Street  
Mineola, New York 11501  
(516) 877-2225  
Our Ref. : 13-P-002-JK, et al.

**13 CV 7644**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
HARTFORD FIRE INSURANCE COMPANY,

Plaintiff,

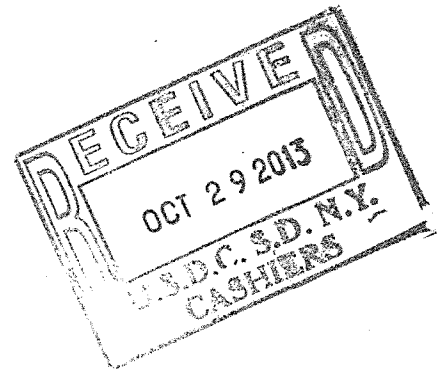
13 Civ. ( )

COMPLAINT

- against -

MEDITERRANEAN SHIPPING COMPANY S.A.,  
COSMIC LOGISTICS, INC., HECNY SHIPPING,  
LIMITED, INTERGLOBO NORTH AMERICA, INC.,  
CNS EXPRESS INC., LIMITED, ALBATRANS, INC.,  
and PHOENIX INTERNATIONAL FREIGHT SER-  
VICES, LTD.,

Defendants.  
-----X



Plaintiff, HARTFORD FIRE INSURANCE COMPANY, by their attorneys, Badiak, & Will, LLP, as and for their Complaint herein against the Defendants, alleges upon information and belief as follows:

1. All and singular the following premises are true and constitute an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and within the admiralty and maritime jurisdiction of the United States and of this Honorable Court.

2. Plaintiff, Hartford Fire Insurance Company (hereinafter referred to as "Hartford"), is and was at all times hereinafter mentioned a corporation organized and existing

under and by virtue of the laws of one of the states of the United States and provided all-risk cargo insurance for the subject shipments hereinafter described, and maintained an office and place of business at P.O. Box 3122, Naperville, Illinois 60566-7122 and 2 Park Avenue, New York, New York.

3. Plaintiff Hartford has paid the consignor, consignee and/or owner of the shipments mentioned hereinafter pursuant to a marine cargo insurance policy and brings this action on its own behalf and as agent and trustee on behalf of and for the interest of all parties who may be or become interested in the said shipment, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action. The shippers and consignees hereinafter mentioned have performed all conditions required on their part to be performed with respect to the subject shipment.

4. Defendant, MEDITERRANEAN SHIPPING COMPANY S.A., (hereinafter "MSC"), is and was a corporation organized and existing under and by virtue of the laws of a foreign state with an office and place of business c/o Mediterranean Shipping Company USA, Inc., 420 Fifth Avenue, New York, New York 10018, and is and was at all times hereinafter mentioned, a common carrier by water for hire and owned, chartered, managed and/or otherwise controlled or contracted to use the vessels used to carry the subject shipments hereinafter described as an ocean common carrier engaged in the common carriage of merchandise by water for hire between, among others, the ports set forth in Schedule A, attached hereto.

5. Defendant, COSMIC LOGISTICS, INC., is and was a corporation organized and existing under and by virtue of the laws of a foreign state with an office and place of business

at 181 South Franklin Avenue, Valley Stream, New York 11581, and is and was at all times hereinafter mentioned, a common carrier by water for hire and owned, chartered, managed and/or otherwise controlled or contracted to use the vessels used to carry the subject shipments hereinafter described as an ocean common carrier engaged in the common carriage of merchandise by water for hire between, among others, the ports set forth in Schedule A, attached hereto.

6. Defendant, HECNY SHIPPING, LIMITED, is and was a corporation organized and existing under and by virtue of the laws of a foreign state with an office and place of business at 147-39 175<sup>TH</sup> Street, Suite 211, Jamaica, New York 11434, and is and was at all times hereinafter mentioned, a common carrier by water for hire and owned, chartered, managed and/or otherwise controlled or contracted to use the vessels used to carry the subject shipments hereinafter described as an ocean common carrier engaged in the common carriage of merchandise by water for hire between, among others, the ports set forth in Schedule A, attached hereto.

7. Defendant, INTERGLOBO NORTH AMERICA, INC., is and was a corporation organized and existing under and by virtue of the laws of a foreign state with an office and place of business at 2 Colony Road, Jersey City, New Jersey 07305, and is and was at all times hereinafter mentioned, a common carrier by water for hire and owned, chartered, managed and/or otherwise controlled or contracted to use the vessels used to carry the subject shipments hereinafter described as an ocean common carrier engaged in the common carriage of merchandise by water for hire between, among others, the ports set forth in Schedule A, attached hereto.

8. Defendant, CNS EXPRESS INC., LIMITED, is and was a corporation organized and existing under and by virtue of the laws of a foreign state with an office and place

of business c/o JIF Logistics, Inc., 152-31 134<sup>th</sup> Street, Jamaica, New York 11434, and is and was at all times hereinafter mentioned, a common carrier by water for hire and owned, chartered, managed and/or otherwise controlled or contracted to use the vessels used to carry the subject shipments hereinafter described as an ocean common carrier engaged in the common carriage of merchandise by water for hire between, among others, the ports set forth in Schedule A, attached hereto.

9. Defendant, ALBATRANS, INC., is and was a corporation organized and existing under and by virtue of the laws of a foreign state with an office and place of business c/o Albatrans New York, 149-10 183<sup>rd</sup> Street, Jamaica, New York 11413, and is and was at all times hereinafter mentioned, a common carrier by water for hire and owned, chartered, managed and/or otherwise controlled or contracted to use the vessels used to carry the subject shipments hereinafter described as an ocean common carrier engaged in the common carriage of merchandise by water for hire between, among others, the ports set forth in Schedule A, attached hereto.

10. Defendant, PHOENIX INTERNATIONAL FREIGHT SERVICES, LTD., is and was a corporation organized and existing under and by virtue of the laws of a foreign state with an office and place of business at 65 East Jackson Drive, Cranford, New Jersey 07016, and is and was at all times hereinafter mentioned, a common carrier by water for hire and owned, chartered, managed and/or otherwise controlled or contracted to use the vessels used to carry the subject shipments hereinafter described as an ocean common carrier engaged in the common carriage of merchandise by water for hire between, among others, the ports set forth in Schedule A, attached hereto.

11. On or about the dates and at the ports of shipment stated in Schedule A, there were delivered to the vessels and Defendants in good order and condition the shipments described in Schedule A, which the said vessel and Defendants received, accepted and agreed to transport for certain consideration to the port of destination stated in Schedule A.

12. Since then, the cargo has not been delivered in the same good order and condition in which it was received and Plaintiff was required to make payments under the aforementioned policies of cargo insurance to Plaintiff's assureds on each of the aforementioned insured shipments.

13. Defendants, by reason of the premises, breached their duties to the Plaintiff's assureds as common carriers by water for hire and were otherwise at fault.

14. Plaintiff and its assureds were the shippers, consignees, owners or insurers or otherwise had a proprietary interest of and in the cargoes as described in Schedule A, and bring this action on their own behalf and, as agents and trustees, on behalf of and for the interest of all parties who may be or become interested in the said shipment, as their respective interests may ultimately appear, and the Plaintiff is entitled to maintain this action.

15. Plaintiff and its assureds have duly performed all duties and obligations on their part to be performed.

16. By reason of the premises, Plaintiff has sustained damages as nearly as same can now be estimated, no part of which has been paid, although duly demanded in the total amount of \$509,427.80.

WHEREFORE, plaintiff prays:

1. That process in due form of law may issue against Defendants citing them to appear and answer all and singular the matters aforesaid;
2. That if Defendants cannot be found within this District then all of their property within this District be attached in the sum of \$509,427.80, with interest thereon and costs, the sum sued for in this Complaint;
3. That judgment may be entered in favor of Plaintiff Hartford Fire Insurance Company and against defendants Mediterranean Shipping Company, S.A., Cosmic Logistics, Inc., Hecny Shipping, Ltd., Interglobo North America, Inc., CNS Enterprises, Inc., Ltd., Albatrans, Inc., and Phoenix International Freight Services, Inc., jointly and severally, for the amount of plaintiff's damages, as set forth in the attached Schedule A, amounting in all to a total of \$509,427.80, together with interest and costs and the disbursements of this action; and
4. That this Court will grant to plaintiff such other and further relief as may be just and proper.

Dated: New York, New York  
October 28, 2013

BADIAK & WILL, LLP  
Attorneys for Plaintiff,  
Hartford Fire Insurance Co.

By:   
JAMES P. KRAUZLIS (JK-4972)

**SCHEDULE A**

OUR REF: 13-P-002-JK  
BILL OF LADING: MSCU18211691  
B/L ISSUED BY: Mediterranean Shipping Company, S.A.  
DATED: September 21, 2012  
BILL OF LADING: C1209001E  
B/L ISSUED BY: Cosmic Logistics, Inc.  
DATED: September 21, 2012  
CONTAINER NO(S): TEXU 723336-4 and UESU 428142-9  
DESCRIPTION: 1,693 cartons ladies shoes

PORT OF SHIPMENT: Shenzhen, China  
PORT OF DELIVERY: New York  
SHIPPER: Shenzhen Class Imp. & Exp. Co. Ltd.  
CONSIGNEE: Jeffrey D. Imports, Inc.  
AMOUNT OF DAMAGE: **\$63,986.48**

OUR REF: 13-P-003-JK  
BILL OF LADING: MSCUCD814814  
B/L ISSUED BY: Mediterranean Shipping Company, S.A.  
DATED: Oct 4, 2012  
CONTAINER NO: MEDU1529481  
DESCRIPTION: 1,008 cartons of olives in brime  
PORT OF SHIPMENT: Malaga, Spain  
PORT OF DELIVERY: New York  
SHIPPER: TS Bortesi SL on behalf of Oleicura  
CONSIGNEE: L.F.I Incorporatedl  
AMOUNT OF DAMAGE: **\$21,903.28**

OUR REF: 13-P-003-JK  
BILL OF LADING: MSCUCD814814  
B/L ISSUED BY: Mediterranean Shipping Company, S.A.  
DATED: Oct 4, 2012  
CONTAINER NO: MEDU2193806  
MSCU6562969  
DESCRIPTION: 2,016 cartons of olives in brime  
PORT OF SHIPMENT: Malaga, Spain  
PORT OF DELIVERY: New York  
SHIPPER: TS Bortesi SL on behalf of Oleicura  
CONSIGNEE: L.F.I Incorporatedl  
AMOUNT OF DAMAGE: **\$43,998.81**

OUR REF: 13-P-003-JK  
BILL OF LADING: MSCUCD811000  
B/L ISSUED BY: Mediterranean Shipping Company, S.A.  
DATED: Oct 4, 2012  
CONTAINER NO: MSCU6562969  
DESCRIPTION: 1,008 cartons of olives in brime  
PORT OF SHIPMENT: Malaga, Spain  
PORT OF DELIVERY: New York  
CONSIGNEE: L.F.I Incorporatedl  
AMOUNT OF DAMAGES: **\$21,903.28**

OUR REF: 12-P-005-JK  
BILL OF LADING: MSCUE6274830, MSCUE6274848  
B/L ISSUED BY: MEDITERRANEAN SHIPPING COMPANY  
BILL OF LADING: FSHA12090072, FSHA12090073  
ISSUED BY: HECNY SHIPPING LIMITED  
DATED: Sept. 21, 2012  
CONTAINER NO: MEDU8798862, TEXU5419962  
DESCRIPTION: 1,098 CARTONS WHEELCHAIRS  
PORT OF SHIPMENT: SHANGHAI, CHINA  
PORT OF DELIVERY: NEW YORK  
SHIPPER: DANYANG JUMAO HEALTHCARE EQUIPMENT CO., LTD.  
CONSIGNEE: DRIVE MEDICAL DESIGN & MANUFACTURING  
AMOUNT OF DAMAGES: **\$19,850.71**



OUR REF: 13-P-006-JK  
BILL OF LADING: MSCUL2399677  
B/L ISSUED BY: MEDITERRANEAN SHIPPING COMPANY  
DATED: Oct. 11, 2012  
CONTAINER NO: MEDU4224953  
DESCRIPTION: 1,320 PACKAGES OF LEMON JUICE  
PORT OF SHIPMENT: GIOIA TAURO, ITALY  
PORT OF DELIVERY: NEW YORK  
SHIPPER: GENERAL NOLI, S.P.A.  
CONSIGNEE: DREAM FOOD INTERNATIONAL, LLC  
AMOUNT OF DAMAGES: **\$39,926.96**

OUR REF: 13-P-007-JK  
BILL OF LADING: MSCURC764215  
B/L ISSUED BY: MEDITERRANEAN SHIPPING COMPANY  
BILL OF LADING: 3194082P7488  
ISSUED BY: INTERGLOBO  
DATED: Sept. 25, 2012  
CONTAINER NO: TTNU4713570, MSCU9584832  
DESCRIPTION: PACKAGES OF TOYS  
PORT OF SHIPMENT: YANTIAN, CHINA  
PORT OF DELIVERY: NEW YORK  
SHIPPER: GREAT PERFORMANCE LIMITED  
CONSIGNEE: REEVES INTERNATIONAL, INC.  
AMOUNT OF DAMAGES: **\$24,610.00**

OUR REF: 13-P-025-JK  
BILL OF LADING: MSCUAR306760  
B/L ISSUED BY: MEDITERRANEAN SHIPPING COMPANY  
DATED: Nov. 12, 2012  
CONTAINER NO: MEDU2217770  
DESCRIPTION: 489 CARTONS BALLOONS AND ACCESSORIES  
PORT OF SHIPMENT: NEW YORK  
PORT OF DELIVERY: AL-AQABAH, JORDAN  
SHIPPER: CONTINENTAL AMERICAN CORPORATION D/B/A  
PIONEER BALLOON COMPANY  
CONSIGNEE: IDEAS GIFT AND TOY TRADING CO., INC.  
AMOUNT OF DAMAGES: **\$27,203.66**

OUR REF: 12-P-030-JK  
BILL OF LADING: MSCUGP571966  
B/L ISSUED BY: MEDITERRANEAN SHIPPING COMPANY  
DATED: Oct. 13, 2012  
CONTAINER NO: CLHU4337650  
DESCRIPTION: 22 PACKAGES OF ORGANIC DURUM WHEAT  
PORT OF SHIPMENT: LA SPEZIA, ITALY  
PORT OF DELIVERY: NEW YORK  
SHIPPER: FRATELLI DAMIANO & C. SRL.  
CONSIGNEE: INTERNATIONAL HARVEST, INC.  
AMOUNT OF DAMAGES: **\$36,400.20**

OUR REF: 13-P-031-JK  
BILL OF LADING: MSCUI8199953  
B/L ISSUED BY: MEDITERRANEAN SHIPPING COMPANY  
BILL OF LADING: JSOE011249  
B/L ISSUED BY: CNS EXXPRESS  
DATED: Sept. 18, 2012  
CONTAINER NO.: MEDU4107-26, MEDU8851026  
DESCRIPTION: 760 CARTONS OF PILLOWS  
PORT OF SHIPMENT: NINGBO, CHINA  
PORT OF DISCHARGE: NEW YORK  
SHIPPER: NINGBO PLATFORM, INC.  
CONSIGNEE: SPA PRODUCTS IMPORT & DISTRIBUTION CO., INC.  
AMOUNT OF DAMAGES: **\$4,021.51**

OUR REF: 13-P-040-JK  
BILL OF LADING: MSCUL2401002, MSCUL2408221, MSCUL2406308  
B/L ISSUED BY: MEDITERRANEAN SHIPPING COMPANY  
BILL OF LADING: ABT295002865, ABT2950052858, ABT295002861  
B/L ISSUED BY: ALBATRANS, INC.  
DATED: Oct. 8, 2012  
CONTAINER NO.: MEDU808428-0, MSCU643969-8, TRLU658446-5  
DESCRIPTION: 3,740 CARTONS LIMONCELLO LIQUORS  
PORT OF SHIPMENT: CIVITAVECCHIA, ITALY  
PORT OF DISCHARGE: NEW YORK  
SHIPPER: PALLINI INTERNAZIONALE, SRL.  
CONSIGNEE: CASTLE BRANDS, INC.  
AMOUNT OF DAMAGES: **\$140,684.70**

OUR REF: 13-P-041-JK  
BILL OF LADING: MSCUL2409047  
B/L ISSUED BY: MEDITERRANEAN SHIPPING COMPANY  
DATED: Oct. 12, 2012  
CONTAINER NO.: MSCU354159-8  
DESCRIPTION: 694 CASES OF WINE  
PORT OF SHIPMENT: LEGHORN, ITALY  
PORT OF DISCHARGE: NEW YORK  
SHIPPER: GIORGIO GORI WAREHOUSE  
CONSIGNEE: BRESCOME BARTON, INC., R.I. DISTRIBUTORS, INC.  
AMOUNT OF DAMAGES: **\$19,435.47**

OUR REF: 13-P-044-JK  
BILL OF LADING: MSCURC789790  
B/L ISSUED BY: MEDITERRANEAN SHIPPING COMPANY  
BILL OF LADING: SZX12091485  
B/L ISSUED BY: PHOENIX INTERNATIONAL FREIGHT SERV. INC.  
DATED: Sept. 25, 2012  
CONTAINER NO.: TRIU9503457, GLDU0876571, TGHU7920498, MSCU8595766  
DESCRIPTION: 12,475 CARTONS TOYS  
PORT OF SHIPMENT: YANTIAN, CHINA  
PORT OF DISCHARGE: NEW YORK  
SHIPPER: FAIRLANDTOY INTERNATIONAL, LTD.  
CONSIGNEE: LEROSE INDUSTRIES, CIN. D/B/A CRA-Z-ART CORP.  
AMOUNT OF DAMAGES: **\$28,536.80**

OUR REF:	13-P-054-JK
BILL OF LADING:	MSCUBD748592
B/L ISSUED BY:	MEDITERRANEAN SHIPPING COMPANY
DATED:	Sept. 18, 2012
CONTAINER NO.:	CAIU3190396
DESCRIPTION:	850 CASES OF WINE
PORT OF SHIPMENT:	BUENOS AIRES, ARGENTINA
PORT OF DISCHARGE:	NEW YORK
SHIPPER:	GIORGIO GORI as agent for ALIDA S.A.
CONSIGNEE:	METRO WINE DISTRIBUTION CO., INC.
AMOUNT OF DAMAGES:	<b>\$16,965.94</b>